# CONTRACT

**WCAU**
**10 Monument Road**
**Bala Cynwyd, PA 19004**
**(610) 668-5510**

www.nbcphiladelphia.com

And:

**CAMPAIGN GROUP**
**1600 LOCUST STREET**
**PHILADELPHIA, PA 19103**

| Contract / Revision | Alt Order # |
|---|---|
| 343254 / | |

| Product |
|---|
| **Governor** |

| Contract Dates | Estimate # |
|---|---|
| **10/23/12 - 10/31/12** | |

| Advertiser | Original Date / Revision |
|---|---|
| **MARKELL FOR DELAWARE** | 10/22/12 / 10/29/12 |

| Billing Cycle | Billing Calendar | Cash/Trade |
|---|---|---|
| EOM/EOC | Broadcast | Cash |
| **Station** | **Account Executive** | **Sales Office** |
| **WCAU** | Aaron Zeligson | Philadelphia NS |

Special Handling

Demographic
RA35+

| IDB# | Advertiser Code | Product Code |
|---|---|---|
| | | |

| Agency Ref | Advertiser Ref |
|---|---|
| 00669 | 05805 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N 1 | WCAU CDR | 10/23/12 | 10/29/12 | 7A-9A TODAY SHOW | 7A-9A M-F | | :30 | | | NM | 1 | $1,500.00 |
| | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | 10/22/12 | 10/28/12 | -TWTF-- | 1 | $1,500.00 | | | | | | | |
| Week: | 10/29/12 | 11/04/12 | ------- | 0 | $1,500.00 | | | | | | | |
| N 2 | WCAU CDR | 10/23/12 | 10/26/12 | 9A-10A TODAY SHOW 2 | 9A-10A M-F | | :30 | | | NM | 2 | $550.00 |
| | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | 10/22/12 | 10/28/12 | -TWTF-- | 2 | $275.00 | | | | | | | |
| N 3 | WCAU CDR | 10/23/12 | 10/29/12 | 7P-730P M-F | 7P-730P M-F | | :30 | | | NM | 2 | $2,300.00 |
| | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | 10/22/12 | 10/28/12 | -TWTF-- | 1 | $1,150.00 | | | | | | | |
| Week: | 10/29/12 | 11/04/12 | M------ | 1 | $1,150.00 | | | | | | | |
| N 4 | WCAU CDR | 10/23/12 | 10/29/12 | JIMMY FALLON SHOW | 1237A-206A | | :30 | | | NM | 2 | $750.00 |
| | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | 10/22/12 | 10/28/12 | -TWTF-- | 1 | $375.00 | | | | | | | |
| Week: | 10/29/12 | 11/04/12 | M------ | 1 | $375.00 | | | | | | | |
| N 5 | WCAU CDR | 10/23/12 | 10/29/12 | 11-1135P M-F LATE NEWS | 11P-1135P | | :30 | | | NM | 2 | $4,800.00 |
| | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | 10/22/12 | 10/28/12 | -TWTF-- | 1 | $2,400.00 | | | | | | | |
| Week: | 10/29/12 | 11/04/12 | M------ | 1 | $2,400.00 | | | | | | | |
| N 6 | WCAU CDR | 10/23/12 | 10/26/12 | TONIGHT SHOW W/JAY LEI | 1135P-107A | | :30 | | | NM | 3 | $2,250.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:
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FOR NBCE CONTRACTS:
This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

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| Contract / Revision | Alt Order # |
|---|---|
| 343254 / | |

| Contract Dates | Product | Estimate # |
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| **10/23/12 - 10/31/12** | Governor | |

| Advertiser | Original Date / Revision |
|---|---|
| **MARKELL FOR DELAWA** | 10/22/12 / 10/29/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays -TWTF-- | Spots/Week 3 | Rate $750.00 | | | | | | |
| N 7 | WCAU LUR | 10/29/12 | 10/29/12 | TONIGHT SHOW W/JAY LEI | 1135P-107A | | :30 | | | NM | 1 | $550.00 |
| Week: | | Start Date 10/29/12 | End Date 11/04/12 | Weekdays M------ | Spots/Week 1 | Rate $550.00 | | | | | | |
| N 8 | WCAU CDR | 10/23/12 | 10/26/12 | 5-6P NBC10 NEWS @ 5 M-F | 5-6P M-F | | :30 | | | NM | 2 | $1,700.00 |
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays -TWTF-- | Spots/Week 2 | Rate $850.00 | | | | | | |
| N 9 | WCAU CDR | 10/23/12 | 10/26/12 | 6P-630P NBC10 NEWS | 6P-630P M-F | | :30 | | | NM | 2 | $2,300.00 |
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays -TWTF-- | Spots/Week 2 | Rate $1,150.00 | | | | | | |
| Spot | Ch | Date Range | | Description | Start/End Time | Weekdays | Length | | Rate | Type | | |
| 2 | *WCAU* | *10/22/12-10/28/12* | | *6P-630P NBC10 NEWS* | *6P-630P M-F* | -TuWThF---- | *:30* | | ~~*$1,150.00*~~ | *NM* | | |
| | *See MG 9.3* | | | | | | | | | | | |
| | DNA-SEVERE WX COVERAGE | | | | | | | | | | | |
| 3 | WCAU | 10/31/12-10/31/12 | | 6P-630P NBC10 NEWS | 6P-630P M-F | ---W------- | :30 | | $1,150.00 | NM | | |
| Ⓜ | MG for 9.2 10/26 | | | | | | | | | | | |
| N 10 | WCAU LUR | 10/23/12 | 10/26/12 | 730P-8P M-F | 730P-8P M-F | | :30 | | | NM | 2 | $1,550.00 |
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays -TWTF-- | Spots/Week 2 | Rate $775.00 | | | | | | |
| Spot | Ch | Date Range | | Description | Start/End Time | Weekdays | Length | | Rate | Type | | |
| 1 | *WCAU* | *10/22/12-10/28/12* | | *730P-8P M-F* | *730P-8P M-F* | -TuWThF---- | *:30* | | ~~*$775.00*~~ | *NM* | | |
| | *See MG 10.3,10.4* | | | | | | | | | | | |
| | PREEMPT | | | | | | | | | | | |
| 2 | *WCAU* | *10/22/12-10/28/12* | | *730P-8P M-F* | *730P-8P M-F* | -TuWThF---- | *:30* | | ~~*$775.00*~~ | *NM* | | |
| | *See MG 10.3,10.4* | | | | | | | | | | | |
| | PREEMPT | | | | | | | | | | | |
| 3 | WCAU | 10/27/12-10/27/12 | | 9A-10A SATURDAY | 9A-10A SA | -------Sa-- | :30 | | $650.00 | NM | | |
| Ⓜ | MG for 10.2,10.1 | | | | | | | | | | | |
| 4 | WCAU | 10/29/12-10/29/12 | | 730P-8P M-F | 730P-8P M-F | M---------- | :30 | | $900.00 | NM | | |
| Ⓜ | MG for 10.2,10.1 | | | | | | | | | | | |
| N 11 | WCAU LUR | 10/23/12 | 10/23/12 | 10-11P TUE PARENTHOOD | 10P-11P | | :30 | | | NM | 1 | $3,000.00 |
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays -T----- | Spots/Week 1 | Rate $3,000.00 | | | | | | |
| N 12 | WCAU LUR | 10/28/12 | 10/28/12 | FOOTBALL NIGHT AMERIC | 7P-815P | | :30 | | | NM | 1 | $2,500.00 |
| Week: | | Start Date 10/22/12 | End Date 10/28/12 | Weekdays ------S | Spots/Week 1 | Rate $2,500.00 | | | | | | |
| N 13 | WCAU LUR | 10/28/12 | 10/28/12 | NFL LATE NEWS | 11P-1205A | | :30 | | | NM | 1 | $1,800.00 |

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| Contract / Revision | Alt Order # |
|---|---|
| 343254 / | |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **10/23/12 - 10/31/12** | Governor | |

| Advertiser | Original Date / Revision |
|---|---|
| **MARKELL FOR DELAWA** | 10/22/12 / 10/29/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | |
| Week: | | 10/22/12 | 10/28/12 | ------S | 1 | $1,800.00 | | | | | | |
| N 14 | WCAU | 10/29/12 | 10/29/12 | 9A-10A TODAY SHOW 2 | 9A-10A M-F | | :30 | | | NM | 1 | $275.00 |
| | CDR | | | | | | | | | | | |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | |
| Week: | | 10/29/12 | 11/04/12 | M------ | 1 | $275.00 | | | | | | |
| N 15 | WCAU | 10/24/12 | 10/28/12 | VARIOUS/ OVERNIGHT | 2a-5a M-SU | | :30 | | | NM | 1 | $25.00 |
| | CDR | | | | | | | | | | | |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | |
| Week: | | 10/22/12 | 10/28/12 | --WTFSS | 1 | $25.00 | | | | | | |
| | | | | | | | | Totals | | | 24 | $25,850.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---|---|---|---|
| 10/01/12 -10/28/12 | 17 | $19,050.00 | $16,192.50 |
| 10/29/12 -10/31/12 | 7 | $6,800.00 | $5,780.00 |
| Totals | 24 | $25,850.00 | $21,972.50 |

**Signature:** _____ **Date:** _____

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